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**SETTLEMENT**

**AGREEMENT AND RELEASE**

Integriion Group, Inc.

Jolene Valencia-Hollins, as next friend of Javan Hollins ("Ms. Valencia - Hollins") and the Sstate of New Mexico on behalf of Rodger Brunson ( the"State") agree:

1. **RECITALS:**

A. Ms. Valencia-Hollins claims that her minor son, Javan Hollins, received personal injuries as a result of an accident with a State vehicle driven by Rodger Brunson that occurred on November 11, 2013 (the "Incident"). On November 18, 2013, Ms. Valencia-Hollins filed a a Complaint in the Second Judicial District Court County of Bernalillo captioned Valencia-Hollins, et al v. Brunson, No. D-202-CV-2014- 07168 (herein the "Lawsuit").

~~B. Ms. Valencia-Hollins and the State desire to make a full and final~~  
resolution of any and all issues between them arising out of the Incident related to Javan Hollins and all issues that were raised or which could have been raised by Ms. Valencia-Hollins in the Lawsuit on behalf of Javan Hollins without any admission by the parties with respect to any such issues. Ms. Valencia-Hollins is not settling her individual claims, just those of her minor son, by this Release.

2. **CONSIDERATION FOR AGREEMENT AND RELEASE.** In consideration for Ms. Valencia-Hollins's execution of this Settlement Agreement and Release ("Agreement") and dismissal of the Lawsuit with prejudice, the parties agree as follows:

A. Within ten (10) days of the effective date of this Agreement, Ms. Valencia-Hollins shall receive the total sum of \$500.00 (the "Settlement Proceeds") in full settlement of the claims made on behalf of Javan Hollins in the Lawsuit, the receipt and sufficiency of which is hereby acknowledged. The Settlement Proceeds will be made payable to Medrano, Hess & Struck, P.C. and Jolene Valencia Hollins, as next friend of Javan Hollins.

B. Ms. Valencia-Hollins agrees that she will be solely responsible for any and all taxes owing by reason of receipt of the Settlement Proceeds and that she shall indemnify and hold Releasees (as defined in paragraph 7) harmless of and from any and all claims, losses, damages, suits, actions, judgments, taxes, interest, penalties, costs, loss, liability, or expense (including reasonable attorney's fees and costs) which may arise out of any claim made by the Internal Revenue Service, Medicaid or any applicable state taxing authority, or any other person, against the State with respect to the parties' agreement not to withhold taxes.

C. Ms. Valencia-Hollins hereby waives and relinquishes any and all claims which were or could have been brought against the State in the Lawsuit on behalf of Javan Hollins as set forth in paragraph 7 of this Agreement.

D. Ms. Valencia-Hollins hereby expressly agree and covenant that she will be financially responsible for any existing or future medical lien or liens of any type relating to any medical expenses or treatment Javan Hollins received as a result of the Incident in exchange for the Settlement Proceeds. Ms. Valencia-Hollins affirms that there is no Medicaid lien of any kind related to the medical expenses or treatment Javan Hollins received as a result of the Incident

3. **NO ADMISSION.** This Agreement does not constitute and will not be construed as an admission by Releasees (as defined in paragraph 7) of any unlawful, improper or wrongful conduct. Releasees specifically disclaim any unlawful, improper, or wrongful conduct



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Integration Group, Inc.

whatsoever with regard to Ms. Valencia-Hollins, Javan Hollins, or anyone else, on the part of itself, its officers, elected officials, appointed officials, employees, agents, predecessors, successors, or assigns, including Rodger Brunson.

Ms. Valencia-Hollins further understands that Releasees, by agreeing to this Agreement, do not admit any liability of any kind and that liability has at all times been denied, and that the settlement evidenced by this Agreement is a compromise to avoid the expenses of litigation and to terminate

all controversy and claims against Releasees of whatsoever nature, known or unknown, including further developments thereof in any way growing out of or connected with the Incidents or matters relating to Ms. Valencia-Hollins's claim for personal injuries on behalf of Javan Hollins .

4. **AGREEMENT NOT TO PURSUE CLAIMS IN ANY FORUM.** Ms. Valencia-Hollins agrees that upon receipt of the consideration for this Agreement, she will not and she will not permit anyone on Javan Hollins' behalf to file, initiate, prosecute or otherwise pursue or assist in pursuing any claim or cause of action against Releasees in any administrative, judicial or other forum in accordance with paragraph 7 of this Agreement, except for enforcement of this Agreement and she will dismiss the Lawsuit with prejudice.

5. **AGREEMENT AND RELEASE UNDERSTOOD.** Ms. Valencia-Hollins represents that she has thoroughly read this Agreement, has the capacity to understand and does understands all of its provisions and is voluntarily entering into this Agreement. Ms. Valencia-Hollins represents that she has had sufficient time to consider this Agreement and has been advised to and has had an opportunity to consult an attorney of her choice prior to entering into this Agreement. Ms. Valencia-Hollins represents that she has relied on her own attorneys' advice on the legal and income tax consequences of this Agreement. Ms. Valencia-Hollins represents that, in executing this Agreement, she has not relied on any inducements, promises, or representations made by the State or its agents or counsel, other than those set forth in this Agreement.

6. **GENERAL RELEASE.** Ms. Valencia-Hollins, on behalf of Javan Hollins as next friend of Javan Hollins, his guardians, heirs, executors, administrators, personal representatives, agents, attorneys, relatives, successors, and assigns ("Releasors") fully release, acquit, and forever discharge the State, its affiliates, incorporated or unincorporated, past and present, and each of them, as well as its respective elected or appointed officials, officers, agents, employees (past, present, actual, ostensible, and borrowed), administrators, contractors, attorneys, servants, partners, partnerships or professional associations and each of them (collectively "Releasees") of and from any and all claims, actions, suits, causes of action, charges, grievances, obligations, rights, demands, debts, damages, costs, losses, liabilities or accountings of whatever nature, whether or not known, suspected or claimed, arising out of or in any way related to, and including but not limited to any and all claims which were asserted or which could possibly have been asserted against Releasees in the Lawsuit, whether known or unknown, and regardless of the legal theory upon which such claim could have been based regarding the Incident and Javan Hollins' claimed injuries.

This Release constitutes a release by Releasors of any and all claims or causes of action of any nature or description which Releasors may have arising out of the Incident. The Releasors expressly agree that they will not hereafter institute, commence, prosecute or otherwise pursue any proceeding, action, complaint, claim, charge or grievance against the State or any of the other Releasees, in any administrative, judicial or other forum whatsoever, with respect to

As a further consideration and inducement for this compromise settlement, Releasors agree to indemnify, defend, and to hold Releasees harmless from any and all past, present and future claims, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Releasors or any other person or entity, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of, or in any way arising out of the aforesaid alleged injuries or damages, in any way arising directly or indirectly from the Incident. Releasors shall indemnify Releasees for any and all judgments, awards, settlements, costs, attorney's fees, or expenses, of whatever nature incurred if the actions described above are not successfully defended by Releasors and counsel of their choosing. It is the intent of Ms. Valencia-Hollins to completely and fully terminate any exposure or liability on the part of Releasees.

7. **INTEGRATION.** This Agreement contains the entire agreement between the parties, their agents and representatives. All of the terms of this Agreement are contractual and are not mere recitals.

8. **SAVINGS.** If any provision of this Agreement is deemed to be void or unenforceable, the parties agree that the remaining provisions of this Agreement shall be valid and enforceable.

9. **BINDING EFFECT.** This Agreement is binding on, and the benefits inure to, the parties hereto and their successors and assigns. This Agreement is specifically enforceable and is governed by the laws of the state of New Mexico. It may be modified only in writing signed by all of the parties.

10. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** Ms. Valencia-Hollins represents and warrants that she has the capacity and sole right and exclusive authority to execute this Agreement on her behalf, and to receive the sums specified in it, and that Ms. Valencia-Hollins has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this Agreement.

Dated: 4.28.15



Jolene Valencia-Hollins

STATE OF NEW MEXICO           )  
  )ss.  
COUNTY OF BERNALILLO       )

This instrument was acknowledged before me on this 28<sup>th</sup> day of April 2015, by Jolene Valencia-Hollins.



Notary Public

My Commission Expires:



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Integrion Group, Inc.



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Integration Group, Inc.

AGREEMENT AND RELEASE

Jolene Valencia-Hollins ("Ms. Valencia-Hollins") and the State of New Mexico, on behalf of Rodger Brunson (the "State"), agree:

1. RECITALS:

A. Ms. Valencia-Hollins claims that she received personal injuries as a result of an accident with a State vehicle driven by Rodger Brunson she claims occurred on November 11, 2013 (the "Incident"). On November 18, 2013, Ms. Valencia-Hollins filed a Complaint in the Second Judicial District Court County of Bernalillo captioned Valencia-Hollins, et al v. Brunson, No. D-202-CV-2014- 07168 (herein the "Lawsuit").

B. Ms. Valencia-Hollins and the State desire to make a full and final resolution of any and all issues between them arising out of the Incident and all issues that were raised or which could have been raised by Ms. Valencia-Hollins in the Lawsuit without any admission by the parties with respect to any such issues.

2. CONSIDERATION FOR AGREEMENT AND RELEASE. In consideration for Ms. Valencia-Hollins' execution of this Settlement Agreement and Release ("Agreement") and dismissal of the Lawsuit with prejudice, the parties agree as follows:

A. Within ten (10) days of the effective date of this Agreement, Ms. Valencia-Hollins shall receive the total sum of \$10,000.00 (the "Settlement Proceeds") in full settlement of the Lawsuit, the receipt and sufficiency of which is hereby acknowledged. The Settlement Proceeds will be made by check made payable to Medrano, Hess & Struck, P.C. and Jolene Valencia Hollins.

B.

Ms. Valencia-Hollins agrees that she will be solely responsible for any and all taxes owing by reason of receipt of the Settlement Proceeds and that she shall indemnify and hold Releasees (as defined in paragraph 7) harmless of and from any and all claims, losses, damages, suits, actions, judgments, taxes, interest, penalties, costs, loss, liability, or expense (including reasonable attorney's fees and costs) which may arise out of any claim made by the Internal Revenue Service, Medicaid or any applicable state taxing authority, or any other person, against the State with respect to the parties' agreement not to withhold taxes.

C. Ms. Valencia-Hollins hereby waives and relinquishes any and all claims which were or could have been brought against the State or Rodger Brunson in the Lawsuit all as set forth in paragraph 7 of this Agreement.

D. Ms. Valencia-Hollins hereby expressly agrees and covenants that she will be financially responsible for any existing or future medical lien or liens of any type relating to any medical expenses or treatment she received as a result of the Incident in exchange for the Settlement Proceeds. Ms. Valencia-Hollins affirms that there is no Medicaid lien of any kind related to the medical expenses or treatment she received as a result of the Incident

3. NO ADMISSION. This Agreement does not constitute and will not be construed as an admission by Releasees (as defined in paragraph 7) of any unlawful, improper or wrongful conduct. Releasees specifically disclaim any unlawful, improper, or wrongful conduct whatsoever with regard to Ms. Valencia-Hollins, or anyone else, on the part of itself, its officers, elected officials, appointed officials, employees, agents, predecessors, successors, or assigns, including Rodger Brunson.



Ms. Valencia-Hollins further understands that Releasees, by agreeing to this Agreement, do not admit any liability of any kind and that liability has at all times been denied, and that the settlement evidenced by this Agreement is a compromise to avoid the expenses of litigation and to terminate all controversy and claims against Releasees of whatsoever nature, known or unknown, including further developments thereof in any way growing out of or connected with the Incidents or matters relating to Ms. Valencia-Hollins's claim for personal injuries.

4. **AGREEMENT NOT TO PURSUE CLAIMS IN ANY FORUM.** Ms. Valencia-Hollins agrees that upon receipt of the consideration for this Agreement, she will not and she will not permit anyone on her behalf to file, initiate, prosecute or otherwise pursue or assist in pursuing any claim or cause of action against Releasees in any administrative, judicial or other forum in accordance with paragraph 7 of this Agreement, except for enforcement of this Agreement and she will dismiss the Lawsuit with prejudice.

5. **AGREEMENT AND RELEASE UNDERSTOOD.** Ms. Valencia-Hollins represents that she has thoroughly read this Agreement, has the capacity to understand and does understand all of its provisions and is voluntarily entering into this Agreement. Ms. Valencia-Hollins represents that she has had sufficient time to consider this Agreement and has been advised to and has had an opportunity to consult an attorney of her choice prior to entering into this Agreement. Ms. Valencia-Hollins represents that she has relied on her own attorneys' advice on the legal and income tax consequences of this Agreement. Ms. Valencia-Hollins represents that, in executing this Agreement, she has not relied on any inducements, promises, or representations made by the State or its agents or counsel, other than those set forth in this Agreement.

6. **GENERAL RELEASE.** Ms. Valencia-Hollins, on behalf of herself, her guardians, heirs, executors, administrators, personal representatives, agents, attorneys, relatives, successors, and assigns ("Releasors") fully release, acquit, and forever discharge the State, its affiliates, incorporated or unincorporated, past and present, and each of them, as well as its respective elected or appointed officials, officers, agents, employees (past, present, actual, ostensible, and borrowed) including Rodger Brunson, administrators, contractors, attorneys, servants, partners, partnerships or professional associations and each of them (collectively "Releasees") of and from any and all claims, actions, suits, causes of action, charges, grievances, obligations, rights, demands, debts, damages, costs, losses, liabilities or accountings of whatever nature, whether or not known, suspected or claimed, arising out of or in any way related to, and including but not limited to any and all claims which were asserted or which could possibly have been asserted against Releasees in the Lawsuit, whether known or unknown, and regardless of the legal theory upon which such claim could have been based regarding the Incident and Ms. Valencia-Hollins' claimed injuries.

This Release constitutes a release by Releasors of any and all claims or causes of action of any nature or description which Releasors may have arising out of the Incident. The Releasors expressly agree that they will not hereafter institute, commence, prosecute or otherwise pursue any proceeding, action, complaint, claim, charge or grievance against the State or any of the other Releasees, in any administrative, judicial or other forum whatsoever, with respect to any of the events that occurred or allegedly may have occurred in connection with or arising out of the Incident.

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any of the events that occurred or allegedly may have occurred in connection with or arising out of the Incident.

As a further consideration and inducement for this compromise settlement, Releasors agree to indemnify, defend, and to hold Releasees harmless from any and all past, present and future claims, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Releasors or any other person or entity, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of, or in any way arising out of the aforesaid alleged injuries or damages, in any way arising directly or indirectly from the Incident. Releasors shall indemnify Releasees for any and all judgments, awards, settlements, costs, attorney's fees, or expenses, of whatever nature incurred if the actions described above are not successfully defended by Releasors and counsel of their choosing. It is the intent of Ms. Valencia-Hollins to completely and fully terminate any exposure or liability on the part of Releasees.

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9. **BINDING EFFECT.** This Agreement is binding on, and the benefits inure to, the parties hereto and their successors and assigns. This Agreement is specifically enforceable and is governed by the laws of the state of New Mexico. It may be modified only in writing signed by all of the parties.

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Dated: 4.28.15



Jolene Valencia-Hollins

STATE OF NEW MEXICO            )  
  )ss.  
COUNTY OF BERNALILLO        )

This instrument was acknowledged before me on this 28<sup>th</sup> day of April, 2015, by Jolene Valencia-Hollins.

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Integrion Group, Inc.



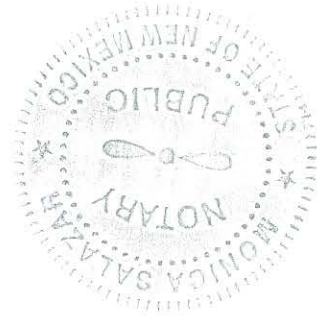
Monica Salazar

Notary Public

My Commission Expires:

04/06/2019

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Integration Group, Inc.